

1 JUDGE: Marc Barreca
2 CHAPTER: 7

3 **UNITED STATES BANKRUPTCY COURT**
4 **FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

5 **In Re:**

6 **ALLEN, DONNA I**

7 **Debtor(s).**

8 **No. 14-14184-MLB**

9 **EX PARTE APPLICATION FOR**
10 **ORDER AUTHORIZING**
11 **EMPLOYMENT OF REAL ESTATE**
12 **AGENT FOR ESTATE**

13 Edmund Wood, the duly appointed Chapter 7 Trustee in the above-captioned bankruptcy case,
14 applies to this Court for authority to employ Chad Tharp, as real estate agent for the trustee and in support
15 thereof states as follows:

16 1. On May 29, 2014, the above-named debtor(s) filed a Chapter 7 bankruptcy petition in the
17 United States Bankruptcy Court for the Western District of Washington at Seattle, and on May 29, 2014,
18 Edmund Wood was appointed as the chapter 7 trustee of the estate.

19 2. The trustee desires to hire Chad Tharp to sell real property on behalf of the estate on a 6%
20 commission basis, subject to Court approval after notice and a hearing. A copy of the proposed listing
agreement is attached.

21 3. The trustee is aware of no connections between Chad Tharp, and the debtor, creditors,
22 any party in interest, their respective attorneys and accountants, the United States Trustee, or any person
23 employed in the office of the United States Trustee other than as set forth above. No notice to creditors or
24 interested parties of this motion is necessary pursuant to 11 U.S.C. section 102(1) and FRBP 2002.

25 WHEREFORE, the trustee applies to the Court for an order authorizing the employment of Chad
26 Tharp to list and sell property of the estate as described in this application as of the date this application
27

and order are submitted to the office of the United States Trustee, with all compensation subject to Court order upon notice to creditors and a hearing.

DATED: August 25, 2014

/s/ Edmund Wood
Edmund Wood, WSBA #03695
Chapter 7 Trustee

I CERTIFY that on August 25, 2014, under penalty of perjury that I caused a copy of the foregoing document to be delivered to the U.S. Trustee by email at: USTPRegion18.SE.ECF@usdoj.gov

/s/ Edmund Wood
Edmund Wood, WSBA #03695
Chapter 7 Trustee

Tharp - App to Hire

APPLICATION TO HIRE REAL ESTATE AGENT

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103-5209
(206) 623-4382

EXCLUSIVE SALE AND LISTING AGREEMENT

Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184

("Seller") 1

hereby grants to Keller Williams Eastside, ("Real Estate Firm" or "Firm") 2
 from date hereof until midnight of 1/31/16 ("Listing Term"), the sole and exclusive right 3
 to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4
 commonly known as 9022 Dayton Ave N, Seattle WA 98103 5
 in the City of Seattle, County of King, State of Washington, Zip 98103; 6
 to be listed at \$ 360000 and legally described as: LOT , BLOCK , 7
 DIVISION , VOL , PAGE 8
 . 9

- DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase. 10
11
12
- AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Chad Tharp 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22
- LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 7/30/14 24 ("List Date"),
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28
newspapers, open houses, previews, showings, or tours. 29
- COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 30
prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 31
willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 32
one and strike the other) 6 % of the sales price, or \$ ("Total Commission"). From the 33
Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 34
(fill in one and strike the other) 2 % of the sales price, or \$. Further, if Seller shall, within six 35
months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 36
through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 37
Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 38
member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 39
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 40
legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 41
Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 42
- SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 43
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 44
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 45
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 46
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 47
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 48
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

Seller

Seller

Form 1A
Exclusive Sale
Rev. 6/13
Page 2 of 2

EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

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Northwest Multiple Listing Service
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- 6. KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by 52
members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and 53
appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm 54
first making reasonable efforts to obtain Seller's approval. 55
- 7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on 56
the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller 57
represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on 58
adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the 59
attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, 60
in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS 61
harmless in the event the foregoing warranties and representations are incorrect. 62
- 8. CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the 63
Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any 64
other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, 65
assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the 66
date of closing. 67
- 9. MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other 68
members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall 69
survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all 70
terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this 71
listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members 72
of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. 73
Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall 74
be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this 75
agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and 76
without assuming any responsibility with respect to this agreement. 77
- 10. DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing 78
service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to 79
the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open 80
houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the 81
Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller 82
should request that a "vacancy clause" be added to Seller's insurance policy. 83
- 11. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs 84
Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, 85
Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, 86
whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show 87
the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to 88
purchase, or enter into any agreement other than for immediate sale of the Property. 89
- 12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm 90
as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 91
17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless 92
from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial 93
is inaccurate. 94
- 13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 95
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and 96
the balance divided equally between Seller and Firm. 97
- 14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and 98
is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be 99
entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by 100
the court. The venue of any suit shall be the county in which the Property is located. 101

DATED THIS 29 DAY OF July, 2014. Are the undersigned the sole owner(s)? YES NO
 FIRM (COMPANY) Keller Williams Eastside
 BY: 37131A57B3C5494...

DocuSigned by:
 Edmund J. Wood
 E7AB9B16DE234DE

SELLER: _____ 102
 SELLER: _____ 103
 SELLER: _____ 104

Form 7B
Seller Info Undisclosed
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller's Information Undisclosed

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Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller")

hereby requests that Keller Williams Eastside, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

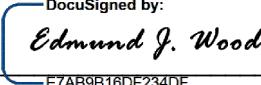
9022 Dayton Ave N, Seattle WA 98103 ("the Property").

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that Seller's name; Seller's phone number (206-623-4382) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature: 
E7AB9B16DF234DF...

Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Third Party Fee

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hereby requests that Keller Williams Eastside, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

9022 Dayton Ave N, Seattle WA 98103 ("the Property").

Seller requests that the buyer pay a separate, lawful fee to a third party as detailed below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to pay such a fee. Seller also understands that this restriction may inhibit the sale of the Property.

Amount of Fee: \$ See Attached Exhibit B

Third Party Receiving Fee (Company Name): Edmund J. Wood, Bankruptcy Trustee

Reason for Fee:

11 USC 326

DocuSigned by:
Seller's Signature:  Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

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Third Party Fee

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Reason for Fee:

11 USC 326

DocuSigned by:
Seller's Signature:  Date: 7/29/14

Seller's Signature: _____ Date: _____

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This amends the Exclusive Listing Agreement ("Agreement") dated 7/29/14 , 1
 between Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller") 2
 and, Keller Williams Eastside ("Firm") 3
 concerning the property, listing no. , commonly known as 9022 Dayton Ave N , 4
 in the City of Seattle , County of King , State of WA, Zip 98103 . 5

SELLER AND FIRM AGREE AS FOLLOWS:

- Price Change.** The listing price is changed to \$. 7
 Agreement Extended. The Agreement is extended until midnight of . 8
 If the Agreement expired prior to the parties' execution of this Amendment, the Agreement (and any prior 9
 Amendments thereto) are incorporated herein by this reference and this Amendment shall constitute a new 10
 Exclusive Listing Agreement. 11

Other: 12

Seller Authorizes Listing Broker to change the listing price at Listing Broker's discretion as needed to procure a buyer 13
 comply with a lender's pricing requirements. 14

15
 16
 17
 18
 19
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 21
 22
 23

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged. 24

DATED THIS 29 DAY OF July , 2014 25
 DocuSigned by:
 FIRM (COMPANY) Keller Williams Eastside 26
 BY 37131A57B3C5494... 27
 DocuSigned by:
Edmund J. Wood
 E7AB9B16DF234DF...

EXHIBIT "B"**Edmund J. Wood, Chapter 7 Bankruptcy Trustee**

Allen (Donna)

14-14184

#

Trustee Fee Calculations $\$50,000 - \$235,000 = \$15,000$ $\$240,000 - \$1,000,000 = 5.5\% + \$3,250.00$ $\$1,000,000 and higher = 3\% + \$25,750.00$

Value	Fee
\$240,000.00	\$15,250.00
\$245,000.00	\$15,500.00
\$250,000.00	\$15,750.00
\$255,000.00	\$16,000.00
\$260,000.00	\$16,250.00
\$265,000.00	\$16,500.00
\$270,000.00	\$16,750.00
\$275,000.00	\$17,000.00
\$280,000.00	\$17,250.00
\$285,000.00	\$17,500.00
\$290,000.00	\$17,750.00
\$295,000.00	\$18,000.00
\$300,000.00	\$18,250.00
\$305,000.00	\$18,500.00
\$310,000.00	\$18,750.00
\$315,000.00	\$19,000.00
\$320,000.00	\$19,250.00
\$325,000.00	\$19,500.00
\$330,000.00	\$19,750.00
\$335,000.00	\$20,000.00
\$340,000.00	\$20,250.00
\$345,000.00	\$20,500.00
\$350,000.00	\$20,750.00
\$360,000.00	\$21,250.00
\$370,000.00	\$21,750.00
\$380,000.00	\$22,250.00
\$390,000.00	\$22,750.00
\$400,000.00	\$23,250.00
\$410,000.00	\$23,750.00
\$420,000.00	\$24,250.00
\$430,000.00	\$24,750.00
\$440,000.00	\$25,250.00
\$450,000.00	\$25,750.00

Value	Fee
\$460,000.00	\$26,250.00
\$470,000.00	\$26,750.00
\$480,000.00	\$27,250.00
\$490,000.00	\$27,750.00
\$500,000.00	\$28,250.00
\$510,000.00	\$28,750.00
\$520,000.00	\$29,250.00
\$530,000.00	\$29,750.00
\$540,000.00	\$30,250.00
\$550,000.00	\$30,750.00
\$560,000.00	\$31,250.00
\$570,000.00	\$31,750.00
\$580,000.00	\$32,250.00
\$590,000.00	\$32,750.00
\$600,000.00	\$33,250.00
\$610,000.00	\$33,750.00
\$620,000.00	\$34,250.00
\$630,000.00	\$34,750.00
\$640,000.00	\$35,250.00
\$650,000.00	\$35,750.00
\$660,000.00	\$36,250.00
\$670,000.00	\$36,750.00
\$680,000.00	\$37,250.00
\$690,000.00	\$37,750.00
\$700,000.00	\$38,250.00
\$710,000.00	\$38,750.00
\$720,000.00	\$39,250.00
\$730,000.00	\$39,750.00
\$740,000.00	\$40,250.00
\$750,000.00	\$40,750.00
\$760,000.00	\$41,250.00
\$770,000.00	\$41,750.00
\$780,000.00	\$42,250.00

Value	Fee
\$790,000.00	\$42,750.00
\$800,000.00	\$43,250.00
\$810,000.00	\$43,750.00
\$820,000.00	\$44,250.00
\$830,000.00	\$44,750.00
\$840,000.00	\$45,250.00
\$850,000.00	\$45,750.00
\$860,000.00	\$46,250.00
\$870,000.00	\$46,750.00
\$880,000.00	\$47,250.00
\$890,000.00	\$47,750.00
\$900,000.00	\$48,250.00
\$910,000.00	\$48,750.00
\$920,000.00	\$49,250.00
\$930,000.00	\$49,750.00
\$940,000.00	\$50,250.00
\$950,000.00	\$50,750.00
\$960,000.00	\$51,250.00
\$970,000.00	\$51,750.00
\$980,000.00	\$52,250.00
\$990,000.00	\$52,750.00
\$1,000,000.00	\$53,250.00

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Seller

Seller

EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

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Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any 64
other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, 65
assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the 66
date of closing. 67
9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other 68
members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall 69
survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all 70
terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this 71
listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members 72
of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. 73
Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall 74
be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this 75
agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and 76
without assuming any responsibility with respect to this agreement. 77
10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing 78
service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to 79
the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open 80
houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the 81
Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller 82
should request that a "vacancy clause" be added to Seller's insurance policy. 83
11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs 84
Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, 85
Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, 86
whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show 87
the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to 88
purchase, or enter into any agreement other than for immediate sale of the Property. 89
12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm 90
as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 91
17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless 92
from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial 93
is inaccurate. 94
13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 95
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and 96
the balance divided equally between Seller and Firm. 97
14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and 98
is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be 99
entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by 100
the court. The venue of any suit shall be the county in which the Property is located. 101

DATED THIS 29 DAY OF July, 2014. Are the undersigned the sole owner(s)? YES NO
 FIRM (COMPANY) Keller Williams Eastside
 BY: 37131A57B3C5494...

DocuSigned by:
 Edmund J. Wood
 SELLER: E7AB9B16DE234DE... 102
 SELLER: 103
 104

Form 7B
Seller Info Undisclosed
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller's Information Undisclosed

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ALL RIGHTS RESERVED

Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller")

hereby requests that Keller Williams Eastside, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

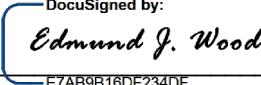
5201 15th Ave NW, Seattle WA 98107 ("the Property").

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that Seller's name; Seller's phone number (206-623-4382) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature: 
E7AB9B16DF234DF...

Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Third Party Fee

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Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller")

hereby requests that Keller Williams Eastside, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

5201 15th Ave NW, Seattle WA 98107 ("the Property").

Seller requests that the buyer pay a separate, lawful fee to a third party as detailed below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to pay such a fee. Seller also understands that this restriction may inhibit the sale of the Property.

Amount of Fee: \$ See Attached Exhibit B

Third Party Receiving Fee (Company Name): Edmund J. Wood, Bankruptcy Trustee

Reason for Fee:

11 USC 326

DocuSigned by:

Seller's Signature: _____ Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7H
Pre-Approval
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Pre-Approval by an Identified Lender

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Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller")

hereby requests that Keller Williams Eastside, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

5201 15th Ave NW, Seattle WA 98107 ("the Property").

Seller requests that potential buyers be pre-qualified or pre-approved by the lender identified below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to comply with such a request. Seller also understands that this restriction may inhibit the sale of the Property.

Lender: Dana Peterson - Cobalt Mortgage

Reason for Restriction:

11 USC 326

DocuSigned by:
Seller's Signature: 
E7AB9B16DF234DF...

Date: 7/29/14

Seller's Signature: _____ Date: _____

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This amends the Exclusive Listing Agreement ("Agreement") dated July 29, 2014 , 1
 between Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller") 2
 and, Keller Williams Eastside ("Firm") 3
 concerning the property, listing no. , commonly known as 5201 15th Ave NW , 4
 in the City of Seattle , County of King , State of WA, Zip 98107 . 5

SELLER AND FIRM AGREE AS FOLLOWS:

- Price Change.** The listing price is changed to \$. 7
 Agreement Extended. The Agreement is extended until midnight of . 8
 If the Agreement expired prior to the parties' execution of this Amendment, the Agreement (and any prior 9
 Amendments thereto) are incorporated herein by this reference and this Amendment shall constitute a new 10
 Exclusive Listing Agreement. 11

Other:

Seller Authorizes Listing Broker to change the listing price at Listing Broker's discretion as needed to procure a buyer 13
 comply with a lender's pricing requirements. 14

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

DATED THIS 29 DAY OF July , 2014

FIRM (COMPANY) Keller Williams Eastside

BY 37131A57B3C5494...

DocuSigned by:

Edmund J. Wood

E7AB9B16DF234DF...

SELLER

EXHIBIT "B"**Edmund J. Wood, Chapter 7 Bankruptcy Trustee**

Allen (Donna)

14-14184

#

Trustee Fee Calculations $\$50,000 - \$235,000 = \$15,000$ $\$240,000 - \$1,000,000 = 5.5\% + \$3,250.00$ $\$1,000,000 and higher = 3\% + \$25,750.00$

Value	Fee
\$240,000.00	\$15,250.00
\$245,000.00	\$15,500.00
\$250,000.00	\$15,750.00
\$255,000.00	\$16,000.00
\$260,000.00	\$16,250.00
\$265,000.00	\$16,500.00
\$270,000.00	\$16,750.00
\$275,000.00	\$17,000.00
\$280,000.00	\$17,250.00
\$285,000.00	\$17,500.00
\$290,000.00	\$17,750.00
\$295,000.00	\$18,000.00
\$300,000.00	\$18,250.00
\$305,000.00	\$18,500.00
\$310,000.00	\$18,750.00
\$315,000.00	\$19,000.00
\$320,000.00	\$19,250.00
\$325,000.00	\$19,500.00
\$330,000.00	\$19,750.00
\$335,000.00	\$20,000.00
\$340,000.00	\$20,250.00
\$345,000.00	\$20,500.00
\$350,000.00	\$20,750.00
\$360,000.00	\$21,250.00
\$370,000.00	\$21,750.00
\$380,000.00	\$22,250.00
\$390,000.00	\$22,750.00
\$400,000.00	\$23,250.00
\$410,000.00	\$23,750.00
\$420,000.00	\$24,250.00
\$430,000.00	\$24,750.00
\$440,000.00	\$25,250.00
\$450,000.00	\$25,750.00

Value	Fee
\$460,000.00	\$26,250.00
\$470,000.00	\$26,750.00
\$480,000.00	\$27,250.00
\$490,000.00	\$27,750.00
\$500,000.00	\$28,250.00
\$510,000.00	\$28,750.00
\$520,000.00	\$29,250.00
\$530,000.00	\$29,750.00
\$540,000.00	\$30,250.00
\$550,000.00	\$30,750.00
\$560,000.00	\$31,250.00
\$570,000.00	\$31,750.00
\$580,000.00	\$32,250.00
\$590,000.00	\$32,750.00
\$600,000.00	\$33,250.00
\$610,000.00	\$33,750.00
\$620,000.00	\$34,250.00
\$630,000.00	\$34,750.00
\$640,000.00	\$35,250.00
\$650,000.00	\$35,750.00
\$660,000.00	\$36,250.00
\$670,000.00	\$36,750.00
\$680,000.00	\$37,250.00
\$690,000.00	\$37,750.00
\$700,000.00	\$38,250.00
\$710,000.00	\$38,750.00
\$720,000.00	\$39,250.00
\$730,000.00	\$39,750.00
\$740,000.00	\$40,250.00
\$750,000.00	\$40,750.00
\$760,000.00	\$41,250.00
\$770,000.00	\$41,750.00
\$780,000.00	\$42,250.00

Value	Fee
\$790,000.00	\$42,750.00
\$800,000.00	\$43,250.00
\$810,000.00	\$43,750.00
\$820,000.00	\$44,250.00
\$830,000.00	\$44,750.00
\$840,000.00	\$45,250.00
\$850,000.00	\$45,750.00
\$860,000.00	\$46,250.00
\$870,000.00	\$46,750.00
\$880,000.00	\$47,250.00
\$890,000.00	\$47,750.00
\$900,000.00	\$48,250.00
\$910,000.00	\$48,750.00
\$920,000.00	\$49,250.00
\$930,000.00	\$49,750.00
\$940,000.00	\$50,250.00
\$950,000.00	\$50,750.00
\$960,000.00	\$51,250.00
\$970,000.00	\$51,750.00
\$980,000.00	\$52,250.00
\$990,000.00	\$52,750.00
\$1,000,000.00	\$53,250.00